

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the following contracts on behalf of the Arts and Culture Department for the FY2005 Discovery Series, to be held at the Chamizal National Memorial, as recommended by the Arts and Culture Department's Advisory Board and staff.

1. ICM Artists, Ltd. for Alvin Ailey II; one performance Saturday, February 12, 2005; cost of \$15,500.
2. Rena Shagan Associates, Inc. for Susan Marshall & Company; one performance Saturday, February 19, 2005; cost of \$20,000.

ADOPTED THIS 14th day of September, 2004.


THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:



Alejandrina Drew
Director, Arts and Culture Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT

This Contract is made and entered into this 14th day of September 2004, by and between the **CITY OF EL PASO**, Texas, a municipal corporation, hereinafter referred to as the “City,” and **ICM ARTISTS, LTD.**, hereinafter referred to as the “Contractor” as the designated representative for **ALVIN AILEY II**, hereinafter referred to as the “Artist.”

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art, including those presented by the artist; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the Contractor has the authority to promote, represent and contract for the artist; and

WHEREAS, the City desires the Contractor to render such professional services in conjunction with activities conducted by the City’s Arts and Culture Department,

NOW, THEREFORE, the parties do hereby agree as follows:

1. The Contractor shall arrange for the Artist to perform the following services under the terms and conditions hereinafter stated:

- a. Serve as guest artists during the City of El Paso Arts and Culture Department’s **Discovery Series** scheduled for 7:30 p.m. Saturday, February 12, 2005, at the Chamizal National Memorial Theater. The Chamizal National Memorial is a National Park Service Facility and is located at 800 San Marcial, El Paso, Texas. The program will be approximately two (2) hours and will include a 15-20 minute intermission. Starting time can be

delayed up to 10 to 15 minutes at the discretion of the City's Arts and Culture Department.

- b. Contractor shall provide such properties, stage scenery, and special effects as deemed necessary for the performances.
- c. Contractor shall notify the City of El Paso Arts and Culture Department as to travel and lodging arrangements no later than January 3, 2005. Upon arrival in El Paso, Contractor shall notify the Arts and Culture Department's Technical Coordinator at office phone (915) 541-4481.
- d. The parties agree that all activities taking place at the Chamizal National Memorial Theater shall take place within an eight-and-one-half hour contiguous time period, to include a thirty minute (30) lunch period. Activities shall include, but not be limited to, load-in, technical preparation, rehearsals, performances and load-out. If such activities cannot be carried out in an eight-and-one-half hour time period, Contractor will notify the City's Arts and Culture Department in order to schedule extra hours for these activities.
- e. Load-in, set-up and sound check are to be completed no later than 6:00 p.m., Saturday, February 12, 2005.
- f. Strike and load-out are to be completed no later than two hours following the completion of the performance on Saturday, February 12, 2005.
- g. The parties agree to comply to all rules and regulations of the Chamizal National Memorial Theater.

- h. Artist shall provide a master class at a site to be determined by the City. The master class is scheduled for Saturday, February 12, 2005, at 10:00 a.m.

2. In consideration for such services, the City shall pay the Contractor FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$15,500.00), flat, guarantee and inclusive. Payments shall be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed.

3. The City shall provide the following equipment and technical staff for the performances:

- a. City of El Paso's Arts and Culture Department staff for load-in, set-up, strike, and load-out; and
- b. Professional sound and lighting. **No unauthorized person(s) shall be allowed backstage or in the sound/light area at any time;**
- c. Refreshments for the Artist and technical staff backstage;
- d. Local transportation from airport, hotel, theater, master class site and back,
- e. Front-of-house personnel, event management, box office functions and publicity;
- f. Two (2) dressing rooms, clean and adequately lighted, with mirrors, costume racks, tables, chairs, running water and toilet facilities;
- g. Ten (10) complimentary tickets to be held until 6:45 p.m., Saturday, February 12, 2005, after which time they will be released to the general public;
- h. Local information, including but not limited to, directions and accommodation information.

4. Contractor warrants that he is duly authorized to act and contract on behalf of the Artist.

5. It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an Independent Contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of the employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

6. The Contractor shall and does agree to indemnify and hold the City harmless for any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (1) the performance of the artist, or (2) any act, omission or breach on the part of the Contractor or Artist.

7. If the Contractor or Artist does not provide the services herein mentioned for reasons other than accidents, riots, strikes, epidemics, or acts of God, the Contractor shall be responsible to the City for any actual damages incurred by the City relating to this Contract, including, but not limited to, promotional expenses.

8. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

9. Artist is solely responsible for safeguarding and providing any security that Contractor deems necessary for their theatrical properties, costumes, instruments, equipment and any other personal property. Contractor acknowledges that the City shall

not be held liable for theft, loss, or damage to any of these items. Contractor acknowledges that City will not provide any insurance for the personal property of the Artist and is not responsible for any damage to Artist's property regardless of the cause.

10. Contractor specifically acknowledges that, in its capacity as an independent contractor, it has NOT been provided with worker's compensation insurance or other insurance coverage regularly provided by the City to its regular employees.

11. In the event that a party to this Contract fails to comply with any or all of the terms specified herein, written notice shall be sent to the non-compliant party stating the extent of non-compliance and providing ten (10) days within which to cure such non-compliance. Any failure to cure such non-compliance may result in termination of this Contract.

12. Contractor agrees to provide, at its own cost, the following advertising and promotional material to be forwarded to the City's Arts and Culture Department with the signed contract:

- a. Description of program, program notes and biography;
- b. One (1) complete and up-to-date press packet, to include logos, motifs, and typefaces, if any;
- c. Eight (8) black and white glossy photographs suitable for publication (color preferred);
- d. One (1) digital image (if available);
- e. Two (2) color slides;
- f. One (1) broadcast videotape (any format) if available;

If Contractor does not have all the above items of advertising material available for distribution, Contractor will notify the Director of the City's Arts and Culture Department in

writing, and within thirty (30) days of the signing of this Contract, specifying the items which are unavailable. Failure to notify the Director of the Arts and Culture Department indicates that all such material is available and will be supplied to the City's Arts and Culture Department.

13. Contractor shall furnish to the Technical Coordinator of the City's Arts and Culture Department, in duplicate and ninety (90) days prior to the performance or with the signed Contract, all technical information and requirements necessary to present the Artist. Technical information shall include, but not be limited to, stage diagram, sound and microphone requirements, light plot, required equipment, crew requirements, number of people traveling, luggage, technical and rehearsal schedule. The City, at its discretion, will provide those items listed which are necessary for the presentation of the Artist. Neither the City nor the Chamizal National Memorial Theater shall be held responsible for obtaining any items not listed in the attached technical rider. Contractor specifically understands that all scheduling and technical matters are subject to National Park Service staff approval.

14. Contractor shall be responsible for any damage to any facilities or equipment caused by the Contractor or Artist. In the event of any such damage, the Contractor shall pay any and all costs or repairs and or replacement. The City, through its Arts and Culture Department, will furnish the Contractor with a detailed written statement of any such damages and cost of repair, normal wear and tear excepted, within sixty (60) days of the time of the damage.

15. The Artist shall, at all times, retain sole artistic control over the performance and other residency activities.

16. The City agrees that the engagement shall not be a joint performance nor shall any assisting artists perform without the prior written consent of the Artist.

17. Only members of the Artist, authorized Artist's technical personnel and members of the City or the Chamizal National Memorial theater staff shall be permitted backstage during the performance. Unauthorized persons shall not be admitted backstage during the performance due to the amount of space needed for safety precautions and for the Contractor's and Artist's protection.

18. The parties mutually agree that the technical rider, attached hereto as Exhibit A, is incorporated by reference and made a part of this Agreement for all purposes.

19. This Contract constitutes and expresses the entire agreement of the parties in reference to the services of the Contractor and Artist for the City and in reference to any of the matters provided for or discussed or mentioned in reference to the providing of such services, all promises, representations and understandings relative hereto being herein merged.

20. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza
6th Floor
El Paso, TX 79901-1196

CONTRACTOR: ICM Artists, Ltd.

or to such other addresses as the parties may indicate to each other in writing.

21. Regardless of any other provision in this Contract, this Contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

22. Contractor understands and acknowledges that this Contract must be signed and returned to the City's Arts and Culture Department at 2 Civic Center Plaza, 6th Floor, El Paso, TX 79901-1196.

23. This Contract constitutes and expresses the entire agreement of the parties hereto in reference to the services of the Contract for the City and in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all promises, representations, and understandings relative hereto being herein merged.

24. The validity, construction and effect of this Contract shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

(SIGNATURE CONTINUED ON THE FOLLOWING PAGE)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richards Duffy Momsen
City Clerk

CONTRACTOR:

Print Name: _____

Signature: _____

Title: _____

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Alejandrina Drew
Director, Arts and Culture Department

EXHIBIT "A"

**DISCOVERY SERIES
ALVIN AILEY II
TECHNICAL RIDER
SATURDAY, FEBRUARY 12, 2005**

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER.

STAGE: Company requires a performing area of 40' width by 30' depth and 16' high. Wing space of 8' on each side and a crossover space behind the stage cleared and lighted. Two prop tables for use of back stage. The stage area must be clean and free of nails, all holes/cracks are to be covered, floor needs to be smooth and leveled immediately prior to rehearsal and performance; a black marley dance floor covering, sufficient to cover entire stage. The floor must be swept thoroughly and mopped 30 minutes prior to rehearsal and performance. Marley floor must be laid prior to company's stage manager arrival. **Temperature must be a minimum of 68 to 70 degrees Fahrenheit 3 hours prior to dancers arrival for rehearsals and performances (the system is computerized, therefore temperature may vary).**

DRESSING ROOMS: 2 dressing rooms: one for women, and one for men. It will be equipped with running water, lavatory, and paper towels, and two racks in each room for hanging costumes; sufficient lighting, tables, chairs, and mirrors for artists. Dressing rooms will be locked at all times for security. **This is a non-smoking area.**

LIGHTING: Lighting instrumentation available at the Chamizal National Memorial Theater. The theater has the capacity of at least 120 dimmers at 2.4kw, and a computer controller with a video monitor and a memory capability of 200 cues.

- 1- Encore XL control board; 2 EGA monitors
- 1- Encore 48/96- control board; 1 EGA monitor
- 4- ENR 96 Racks; 300 dimmers; Color Tran Viewpoint Expanded system
- 40- regular 6" ellipsoidal
- 35- wide 6" ellipsoidal
- 12- 6" ellipsoidal - Altman
- 25- 8" fresnels, 25- 6" fresnels
- 22- 1000w zooms, 12- 750w baby zooms, & 6- 1500w scoops
- 20- PAR 64 WFL - 1kw
- FOH positions right and left 8 circuits on each side
- 6- 1000w Altman zooms FOH right
- 6- 1000w Altman zooms FOH left
- 2- 6' booms with sidearm, 2- 8' booms with sidearm, 2-10' booms with sidearm
- 2- 12'booms with sidearm, 2- 14'booms with sidearm
- 2- follow spots
- All necessary cable
- Theater has No Flying system**

SOUND: A professional quality sound system will be provided. Mixing console with 24 inputs board (reel-to-reel left and right 7 1/2 track tape deck) CD player, DAT deck and cassette deck, and 5 direct boxes. Microphone with a boom stand, 2 onstage monitor speakers, with amplification for the size of the stage. Speaker/amplification system capable of full range sound reproduction with amplification commensurate with the size of the performance hall.

INTERCOM: Will provide headset communication from backstage, dimmer board, sound console, and stage manager. This intercom will be set up and available for rehearsals.

MASKING: Theater provides a full stage black masking, 1 set of legs and 1 set of traveler, and a white Cyc with black curtain. **Theater has no flying system and no borders.**

CREW:

- 1 Light Board Operator
- 1 Sound Board Operator
- 1 Stagehand
- 2 Stagehands provided by ACD
- 2 Ushers provided by ACD from 6:00p.m. - 10:00p.m.
- 1 spot operator provided by ACD

SCHEDULE: (The Chamizal Theater **operates between the hours of 2:30 p.m. to 11:00 p.m.**) This schedule will be adopted only if light plot is provided 6 weeks prior to performance.

Day 1	Wednesday, February 9, 2005	Pre-hanging of lights 2:30 p.m. - 11:00 p.m. 30-minute dinner
Day 2	Thursday, February 10, 2005	Focusing and record cues 2:30 p. m. - 11:00 p.m. 30-minute dinner
Day 3	Friday, February 11, 2005	Spacing and rehearsal 2:30 p.m. - 11:00 p.m. 30-minute dinner
Day 4	Saturday, February 12, 2005	Rehearsal and performance 2:30 p.m. - 11:00 p.m. 30-minute dinner Performance time 7:30 p.m.

PARKING: For one 45-foot bus and one 15-foot truck will be provided at the Chamizal National Memorial parking area. Arts and Culture Department will provide directions to Chamizal National Memorial Park.

TO BE PROVIDED BY ARTS AND CULTURE DEPARTMENT

WARDROBE: 1 wardrobe person for rehearsals for (5 hours) and for the day of the performance with minimum of 8 hours. Steamer, iron, ironing board, and 2 racks are available for hanging costumes. Will wash costumes prior to performance day only if needed (theater does not have a washing and drying machine). Wardrobe person will be stationed in one of the dressing rooms or in the green room.

LIGHTING: Color gels will be provided **only** if light plot and color inventory is sent **120 days prior** to performance day.

REFRESHMENTS: Bottled water, juices, diet sodas, coffee, hot water for tea, yogurt, fruit, vegetable deli-tray, and necessary supplies (i.e. paper cups, napkins, and plates) will be available on the day of the performance at 2:00 p.m. for 20 people.

MASTER CLASS: Transportation will be provided to and from the master class. A proper facility with wood floor for the master class on Saturday, February 12, 2005 at 10:00 a.m. Sufficient bottled water for 12 dancers. Master Class is conducted at a local gym (dressing rooms are not available). ACD will rent a CD playback with speakers and a hand-held microphone.

DANCE STUDIO: Will be provided for the rehearsals/company class if schedule information is provided 90 days prior to performance.

TRANSPORTATION: Will be provided and operated by ACD staff to and from master class. A 1-10 passenger/cargo van will be available and driven only by ACD staff.

BACKSTAGE: There will be no access to anyone other than the artists and company, Chamizal staff, Arts and Culture Department staff, and stagehands.

TO BE PROVIDED BY CONTRACTOR/ARTIST

LIGHT PLOT: Needs to be sent to the Arts and Culture Technical Coordinator and **received 120 days prior** to the performance.

ITINERARY: Shall be provided 40 days prior to performance including lodging information. A copy of itinerary should be sent to ACD Technical Coordinator of Faxed to 915-541-4902.

LODGING: Agent and/or Tour Manager are responsible to make the necessary arrangements to make reservations and pay the fee for the lodging performers. Arts and Culture Department will provide a list of hotels that honor a discount.

PROGRAM: Detailed content of the program that will be performed in El Paso, Texas, needs to be provided with the signed contract or 120 days prior to the performance.

MISCELLANEOUS: Company will be responsible for providing a prescription and/or an oxygen tank if needed for the performers.

DANCE MASTERCLASS: Duration of two hours on Saturday, February 12, 2005 at 10:00 a.m.

TRANSPORTATION: A bus and a truck will transport dancers to hotel, Chamizal National Memorial Theater, and back to hotel. The Arts and Culture Department will provide directions to theater and hotel.


PUBLICITY: Artist has agreed to provide photographs or a demonstration video to assist in the local promotion of Artist's presentation.

OTHER: Artist hereby grants permission to the City of El Paso to use such materials also in a video collage promoting the variety of arts programming supported by the Arts and Culture Department and the City of El Paso.

Yes X


No

APPROVED AS TO CONTENT:



Alejandrina Drew, Director
Arts and Culture Department

APPROVED AS TO CONTENT:

By: 

Title: S. V. P.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT

This Contract is made and entered into this 14th day of September 2004, by and between the **CITY OF EL PASO**, Texas, a municipal corporation, hereinafter referred to as the “City,” and **RENA SHAGAN ASSOCIATES, INC.**, hereinafter referred to as the “Contractor” as the designated representative for **SUSAN MARSHALL & COMPANY**, hereinafter referred to as the “Artist.”

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art, including those presented by the artist; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the Contractor has the authority to promote, represent and contract for the artist; and

WHEREAS, the City desires the Contractor to render such professional services in conjunction with activities conducted by the City’s Arts and Culture Department,

NOW, THEREFORE, the parties do hereby agree as follows:

1. The Contractor shall arrange for the Artist to perform the following services under the terms and conditions hereinafter stated:

- a. Serve as guest artists during the City of El Paso Arts and Culture Department’s **Discovery Series** scheduled for 7:30 p.m. Saturday, February 19, 2005, at the Chamizal National Memorial Theater. The Chamizal National Memorial is a National Park Service Facility and is located at 800 San Marcial, El Paso, Texas. The program will be approximately two (2)

hours and will include a 15-20 minute intermission. Starting time can be delayed up to 10 to 15 minutes at the discretion of the City's Arts and Culture Department.

- b. Contractor shall provide such properties, stage scenery, and special effects as deemed necessary for the performances.
- c. Contractor shall notify the City of El Paso Arts and Culture Department as to travel and lodging arrangements no later than January 3, 2005. Upon arrival in El Paso, Contractor shall notify the Arts and Culture Department's Technical Coordinator at office phone (915) 541-4481.
- d. The parties agree that all activities taking place at the Chamizal National Memorial Theater shall take place within an eight-and-one-half hour contiguous time period, to include a thirty minute (30) lunch period. Activities shall include, but not be limited to, load-in, technical preparation, rehearsals, performances and load-out. If such activities cannot be carried out in an eight-and-one-half hour time period, Contractor will notify the City's Arts and Culture Department in order to schedule extra hours for these activities.
- e. Load-in, set-up and sound check are to be completed no later than 6:00 p.m., Saturday, February 19, 2005.
- f. Strike and load-out are to be completed no later than two hours following the completion of the performance on Saturday, February 19, 2005.
- g. The parties agree to comply to all rules and regulations of the Chamizal National Memorial Theater.

- h. Artist shall provide a master class at a site to be determined by the City. The master class is scheduled for Thursday, February 17, 2005, at 4:00 p.m.

2. In consideration for such services, the City shall pay the Contractor TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), flat, guarantee and inclusive. Payments shall be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed.

3. The City shall provide the following equipment and technical staff for the performances:

- a. City of El Paso's Arts and Culture Department staff for load-in, set-up, strike, and load-out; and
- b. Professional sound and lighting. **No unauthorized person(s) shall be allowed backstage or in the sound/light area at any time;**
- c. Refreshments for the Artist and technical staff backstage;
- d. Local transportation from airport, hotel, theater, master class site and back,
- e. Front-of-house personnel, event management, box office functions and publicity;
- f. Two (2) dressing rooms, clean and adequately lighted, with mirrors, costume racks, tables, chairs, running water and toilet facilities;
- g. Ten (10) complimentary tickets to be held until 6:45 p.m., Saturday, February 19, 2005, after which time they will be released to the general public;
- h. Local information, including but not limited to, directions and accommodation information.

4. Contractor warrants that he is duly authorized to act and contract on behalf of the Artist.

5. It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an Independent Contract and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of the employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

6. The Contractor shall and does agree to indemnify and hold the City harmless for any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (1) the performance of the Artist, or (2) any act, omission or breach on the part of the Contractor or Artist.

7. If the Contractor or Artist does not provide the services herein mentioned for reasons other than accidents, riots, strikes, epidemics, or acts of God, the Contractor shall be responsible to the City for any actual damages incurred by the City relating to this Contract, including, but not limited to, promotional expenses.

8. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

9. Artist is solely responsible for safeguarding and providing any security that Contractor deems necessary for their theatrical properties, costumes, instruments, equipment and any other personal property. Contractor acknowledges that the City shall

not be held liable for theft, loss, or damage to any of these items. Contractor acknowledges that City will not provide any insurance for the personal property of the Artist and is not responsible for any damage to Artist's property regardless of the cause.

10. Contractor specifically acknowledges that, in its capacity as an independent contractor, it has NOT been provided with worker's compensation insurance or other insurance coverage regularly provided by the City to its regular employees.

11. In the event that a party to this Contract fails to comply with any or all of the terms specified herein, written notice shall be sent to the non-compliant party stating the extent of non-compliance and providing ten (10) days within which to cure such non-compliance. Any failure to cure such non-compliance may result in termination of this Contract.

12. Contractor agrees to provide, at its own cost, the following advertising and promotional material to be forwarded to the City's Arts and Culture Department with the signed contract:

- a. Description of program, program notes and biography;
- b. One (1) complete and up-to-date press packet, to include logos, motifs, and typefaces, if any;
- c. Eight (8) black and white glossy photographs suitable for publication (color preferred);
- d. One (1) digital image (if available);
- e. Two (2) color slides;
- f. One (1) broadcast videotape (any format) if available;

If Contractor does not have all the above items of advertising material available for distribution, Contractor will notify the Director of the City's Arts and Culture Department in

writing, and within thirty (30) days of the signing of this Contract, specifying the items which are unavailable. Failure to notify the Director of the Arts and Culture Department indicates that all such material is available and will be supplied to the City's Arts and Culture Department.

13. Contractor shall furnish to the Technical Coordinator of the City's Arts and Culture Department, in duplicate and ninety (90) days prior to the performance or with the signed Contract, all technical information and requirements necessary to present the Artist. Technical information shall include, but not be limited to, stage diagram, sound and microphone requirements, light plot, required equipment, crew requirements, number of people traveling, luggage, technical and rehearsal schedule. The City, at its discretion, will provide those items listed which are necessary for the presentation of the Artist. Neither the City nor the Chamizal National Memorial Theater shall be held responsible for obtaining any items not listed in the attached technical rider. Contractor specifically understands that all scheduling and technical matters are subject to National Park Service staff approval.

14. Contractor shall be responsible for any damage to any facilities or equipment caused by the Contractor or Artist. In the event of any such damage, the Contractor shall pay any and all costs or repairs and or replacement. The City, through its Arts and Culture Department, will furnish the Contractor with a detailed written statement of any such damages and cost of repair, normal wear and tear excepted, within sixty (60) days of the time of the damage.

15. The Artist shall, at all times, retain sole artistic control over the performance and other residency activities.

16. The City agrees that the engagement shall not be a joint performance nor shall any assisting artists perform without the prior written consent of the Artist.

17. Only members of the Artist, authorized Artist's technical personnel and members of the City or the Chamizal National Memorial theater staff shall be permitted backstage during the performance. Unauthorized persons shall not be admitted backstage during the performance due to the amount of space needed for safety precautions and for the Contractor's and Artist's protection.

18. The parties mutually agree that the technical rider, attached hereto as Exhibit A, is incorporated by reference and made a part of this Agreement for all purposes.

19. This Contract constitutes and expresses the entire agreement of the parties in reference to the services of the Contractor and Artist for the City and in reference to any of the matters provided for or discussed or mentioned in reference to the providing of such services, all promises, representations and understandings relative hereto being herein merged.

20. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza
6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Rena Shagan & Associates

or to such other addresses as the parties may indicate to each other in writing.

21. Regardless of any other provision in this Contract, this Contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

22. Contractor understands and acknowledges that this Contract must be signed and returned to the City's Arts and Culture Department at 2 Civic Center Plaza, 6th Floor, El Paso, TX 79901-1196.

23. This Contract constitutes and expresses the entire agreement of the parties hereto in reference to the services of the Contract for the City and in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all promises, representations, and understandings relative hereto being herein merged.

24. The validity, construction and effect of this Contract shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

(SIGNATURE CONTINUED ON THE FOLLOWING PAGE)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richards Duffy Momsen
City Clerk

CONTRACTOR:

Print Name: _____

Signature: _____

Title: _____

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Alejandrina Drew
Director, Arts and Culture Department

EXHIBIT "A"
DISCOVERY SERIES
SUSAN MARSHALL AND COMPANY
TECHNICAL RIDER
SATURDAY, FEBRUARY 19, 2005

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER.

STAGE: Company requires a performing area of 32' width by 30' depth and 16' high. Wing space of 8' on each side and a crossover space behind the stage cleared and lighted. Two prop tables for use of back stage. The stage area must be clean and free of nails, all holes/cracks are to be covered, floor needs to be smooth and leveled immediately prior to rehearsal and performance; a black marley dance floor covering, sufficient to cover entire stage. The floor must be swept thoroughly and mopped 30 minutes prior to rehearsal and performance. Marley floor must be laid prior to company's stage manager arrival. **Temperature must be a minimum of 68 to 70 degrees Fahrenheit 3 hours prior to dancers arrival for rehearsals and performances (the system is computerized, therefore temperature may vary).**

DRESSING ROOMS: 2 dressing rooms: one for women, and one for men. It will be equipped with running water, lavatory, and paper towels, and two racks in each room for hanging costumes; sufficient lighting, tables, chairs, and mirrors for artists. Dressing rooms will be locked at all times for security. **This is a non-smoking area.**

LIGHTING: Lighting instrumentation available at the Chamizal National Memorial Theater. The theater has the capacity of at least 120 dimmers at 2.4kw, and a computer controller with a video monitor and a memory capability of 200 cues.

- 1- Encore XL control board; 2 EGA monitors
- 1- Encore 48/96- control board; 1 EGA monitor
- 4- ENR 96 Racks; 300 dimmers; Color Tran Viewpoint Expanded system
- 40- regular 6" ellipsoidal
- 35- wide 6" ellipsoidal
- 12- 6" ellipsoidal - Altman
- 25- 8" fresnels, 25- 6" fresnels
- 22- 1000w zooms, 12- 750w baby zooms, & 6- 1500w scoops
- 20- PAR 64 WFL - 1kw
- FOH positions right and left 8 circuits on each side
- 6- 1000w Altman zooms FOH right
- 6- 1000w Altman zooms FOH left
- 2- 6' booms with sidearm, 2- 8' booms with sidearm, 2-10' booms with sidearm
- 2- 12'booms with sidearm, 2- 14'booms with sidearm
- 2- follow spots
- All necessary cable
- Theater has No Flying system**

SOUND: A professional quality sound system will be provided. Mixing console with 24 inputs board (reel-to-reel left and right 7 1/2 track tape deck) CD player, DAT deck and cassette deck, and 5 direct boxes. Microphone with a boom stand, 2 onstage monitor speakers, with amplification for the size of the stage. Speaker/amplification system capable of full range sound reproduction with amplification commensurate with the size of the performance hall.

INTERCOM: Will provide headset communication from backstage, dimmer board, sound console, and stage manager. This intercom will be set up and available for rehearsals.

MASKING: Theater provides a full stage black masking, 1 set of legs and 1 set of traveler, and a white Cyc with black curtain. **Theater has no flying system and no borders.**

CREW: 1 Light Board Operator
1 Sound Board Operator
1 Stagehand
2 Stagehands provided by ACD
2 Ushers provided by ACD from 6:00p.m. - 10:00p.m.
1 spot operator provided by ACD

SCHEDULE: (The Chamizal Theater **operates between the hours of 2:30 p.m. to 11:00 p.m.**) This schedule will be adopted only if light plot is provided 6 weeks prior to performance.

Day 1	Wednesday, February 16, 2005	Pre-hanging of lights 2:30 p.m. - 11:00 p.m. 30-minute dinner
Day 2	Thursday, February 17, 2005	Focusing and record cues 2:30 p. m. - 11:00 p.m. 30-minute dinner
Day 3	Friday, February 18, 2005	Spacing and rehearsal 2:30 p.m. - 11:00 p.m. 30-minute dinner
Day 4	Saturday, February 19, 2005	Rehearsal and performance 2:30 p.m. - 11:00 p.m. 30-minute dinner Performance time 7:30 p.m.

TO BE PROVIDED BY ARTS AND CULTURE DEPARTMENT

WARDROBE: 1 wardrobe person for rehearsals for (6 hours) and for the day of the performance with minimum of 8 hours. Steamer, iron, ironing board, and 2 racks are available for hanging costumes. Will wash costumes prior to performance day only if needed (theater does not have a washing and drying machine). Wardrobe person will be stationed in one of the dressing rooms or in the green room.

LIGHTING: Color gels will be provided **only** if light plot and color inventory is sent **120 days prior** to performance day.

REFRESHMENTS: Bottled water, juices, diet sodas, coffee, hot water for tea, yogurt, fruit, vegetable deli-tray, 4 boxes of Kleenex, and necessary supplies (i.e. paper cups, napkins, and plates) will be available on the day of the performance at 4:00 p.m. for 13 people.

MASTER CLASS: Transportation will be provided to and from the master class. A proper facility for the master class will be secured for two hours on Friday, February 18, 2005 at 4:00 p.m.

DANCE STUDIO: Will be provided for the rehearsals/company class if schedule information is provided 90 days prior to performance.

TRANSPORTATION: Will be provided and operated by ACD staff to and from airport, hotel, theater, and master class. A 15- passenger van and 1-10 passenger/cargo van will be available and driven only by ACD staff.

BACKSTAGE: There will be no access to anyone other than the artists and company, Chamizal staff, Arts and Culture Department staff, and stagehands.

TO BE PROVIDED BY CONTRACTOR/ARTIST

LIGHT PLOT: Needs to be sent to the Arts and Culture Technical Coordinator and **received 120 days prior** to the performance.

ITINERARY: Shall be provided 40 days prior to performance including lodging information. A copy of itinerary should be sent to ACD Technical Coordinator or Faxed to 915-541-4902.

LODGING: Agent and/or Tour Manager are responsible to make the necessary arrangements to make reservations and pay the fee for the lodging for performers. Arts and Culture Department will provide a list of hotels that honor a discount.

PROGRAM: Detailed content of the program that will be performed in El Paso, Texas, needs to be provided with the signed contract or 120 days prior to the performance.

MISCELLANEOUS: Company will be responsible for providing a prescription and/or an oxygen tank if needed for the performers.

DANCE MASTERCLASS: Duration of two hours on Friday, February 18, 2005 at 4:00 p.m.

PUBLICITY: Artist has agreed to provide photographs or a demonstration video to assist in the local promotion of Artist's presentation.

OTHER: Artist hereby grants permission to the City of El Paso to use such materials also in a video collage promoting the variety of arts programming supported by the Arts and Culture Department and the City of El Paso.

Yes

X

No

APPROVED AS TO CONTENT:



Alejandrina Drew, Director
Arts and Culture Department

APPROVED AS TO CONTENT:

By: Tia Levenson

Title: Managing Dir.